

Separation Agreement. GM agrees to pay the amounts due under Paragraph 1.a.i above as well as assume and pay OPEB payments to Delphi employees who "check the box" for purposes of retirement.

- c) This Program shall not be subject to abrogation, modification or rejection without the mutual consent of the IUE-CWA, GM and Delphi and the order obtained in the Bankruptcy Court by Delphi approving this Program shall so provide. The parties further agree (and the Bankruptcy Court order shall also provide) that this Program is without prejudice to any party-in-interest (including the parties to this Program and the official statutory committees appointed Delphi's chapter 11 cases) in all other aspects of Delphi's Chapter 11 cases, including by illustration, Delphi's and GM's respective positions in all commercial discussions and claims matters between them, all collective bargaining matters involving the parties, in any proceedings under Sections 1113 and/or 1114 of the Bankruptcy Code with respect to the IUE-CWA under Section 365 of the Bankruptcy Code with respect to GM's contracts with Delphi, in any pension termination proceeding under ERISA and/or the Bankruptcy Code, and all claims administration and allowance matters.
- d) Nothing in this Program, the Bankruptcy Court's approval of such Program, or the performance of any obligation hereunder, shall limit or otherwise modify (a) Delphi's rights under Section 4041 of ERISA, or (b) Delphi's rights under Section 1113 and/or 1114 of the Bankruptcy Code with regard to any obligations which pre-existed this Program (including pre-existing obligations referenced within this Program), such as (by way of illustration only) the obligation to maintain the hourly pension plan or provide retirees or active employees (including employees/retirees participating in the attrition programs contained in this Program) with levels of healthcare or other benefits as specified in pre-existing labor agreements. Under no circumstances shall Delphi freeze its pension plan covering IUE-CWA represented employees in a manner that prevents employees in the pre-retirement program described in paragraph 1.b. above from receiving on-going credited service sufficient to reach 30 years of credited service. Delphi shall provide the same healthcare and life insurance coverage to employees participating in paragraph 1.b. that it provides to its other active IUE-CWA employees; provided, however, that if Delphi reduces or eliminates such coverage provided to its active IUE-CWA employees, GM shall subsidize such coverage provided to employees participating in paragraph 1.b. above up to the level provided to GM-IUE-CWA active employees in accordance with the applicable plan provisions in effect between GM and the IUE-CWA at the time Delphi reduces or eliminates such coverages. Except as otherwise expressly provided herein, nothing in this Program shall limit, expand or otherwise modify the rights or obligations of any party under the Benefit Guarantee

between GM and the IUE-CWA.

Nothing contained herein, in the Bankruptcy Court's approval of this Program, or the performance of any obligation hereunder, shall constitute an assumption of any agreement described herein, including, without limitation (a) any collective bargaining agreement between the IUE-CWA and Delphi or (b) any agreement between GM and Delphi, nor shall anything herein, in the Bankruptcy Court's approval of this Program, or the performance of any obligation hereunder, be deemed to create or give rise to an administrative or priority claim with respect to, in favor of, or for the benefit of GM or convert a prepetition claim into a postpetition claim or an administrative expense with respect to any party.

**IMPLEMENTATION OF THE SPECIAL ATTRITION PROGRAM –
TRANSFORMATION IS SUBJECT TO U.S. BANKRUPTCY COURT
APPROVAL AND NO PAYMENTS OR RETIREMENTS WILL BE PROCESSED
UNTIL AFTER COURT APPROVAL.**

Attachment D

COMPETITIVE OPERATING AGREEMENT FRAMEWORK

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Local Negotiations Competitive Operating Agreement Framework

To improve plant competitiveness, promote operating viability and better position the plants to win new business, the following represents Delphi's and GM's view of critical elements for discussion during Local Negotiations at all Keep, Sell and Footprint sites.

◆ **Process**

- Commence local negotiations at all Keep, Sell and Footprint Issue sites as promptly following ratification
- Conclude local COA negotiations within 60 days following ratification
- Wages and benefits not included in Local Negotiations

◆ **Top Priority Local COA Issues:**

- Effective utilization of workforce capabilities to achieve competitive direct to indirect ratios
 - » Elimination of uncompetitive activities (direct and indirect)
- Flexibility to use skilled trades efficiently, focusing on direct support of production operations
 - » Consider reduction in skilled trades classifications
 - » Restrictions on combination of jobs or "right of access" (eliminate LODs)
 - » Operate production equipment as required
- Flexibility to use production employees efficiently
 - » Reduce production classifications to a minimum
 - » Restrictions on combination of jobs
 - » Enhancing production employee skills and utilizing them to their fullest capabilities (maintenance of tooling/equipment, changeovers, etc.)
- Reduce employee movement to protect quality of product and operating efficiencies
- Overtime
 - » Uncompetitive skilled trades Full Utilization restrictions
 - » Simplify scheduling and equalization administration
- Attendance
 - » Implement a local Attendance Program
 - » FMLA Administration as allowed by law

◆ **Eliminate prior agreements and practices that generate unnecessary operating costs**

◆ **The local parties will not be constrained in achieving a COA by existing agreements/past practices**

Delphi Confidential – Subject to Protective Order

Industrial Relations

Attachment E

List of Agreements

Attached Separately

ATTACHMENT F – BUY DOWN SCHEDULE

Production Buy Down	
<u>Base Wage Rate</u>	<u>Buydown Amount</u>
> = \$24.00	\$105,000
\$23.00 - \$23.99	\$90,000
\$22.00 - \$22.99	\$75,000
\$20.00 - \$21.99	\$60,000
\$18.00 - \$19.99	\$45,000
\$16.50 - \$17.99	\$30,000
Below \$16.50	\$10,000

Note: Excludes employees hired on or after 10/8/05, temporary employees on or after 10/8/05 and all Gadsden employees

ATTACHMENT G

Special Employee Placement Opportunities

GM, Delphi and the IUE-CWA agree to the following framework:

1. Employment opportunities with GM will be extended to all eligible applicants as expeditiously as practicable and in conjunction with available openings at GM UAW-represented sites. Eligible applicants are defined as Delphi IUE-CWA employees with unbroken seniority as of the Effective Date of this Memorandum of Understanding who were actively employed by Delphi (including employees on leave of absence or temporary layoff) prior to October 18, 1999, and who were not temporary employees on or after that date, excluding Gadsden employees.
2. Employees seeking employment opportunities shall be made offers in conjunction with their Delphi seniority (highest seniority first) provided the applicant is able and qualified to perform the available work. Individuals applying for this Special Employee Placement Opportunities will be selected from an integrated list of all applicants from ACC, Guide and Delphi after all General Motors, Delphi, Guide, ACC and other individuals that have a contractual right to openings within General Motors have been afforded an opportunity to fill the available opening pursuant to the terms and conditions of the GM – UAW Employee Placement Provisions. These IUE-CWA Delphi applicants will be hired in a ratio that is on a one for one basis with a “New Hire” applicant.
3. Delphi-IUE-CWA employees who are otherwise eligible and who have an application on file will be eligible for hire opportunities for the same length of time as the employee’s length of seniority as of the Effective Date of this Agreement unless the employee fails to meet mutually acceptable procedures.
4. Upon hire by GM pursuant to this agreement, employees shall sever all ties with Delphi, except for pension purposes as described in paragraph 5.
5. Subject to Paragraph 6 of Attachment B (the Term Sheet-Delphi Pension Freeze and Cessation of OPEB, and GM Consensual Triggering of Benefit Guarantee), pension benefits for Delphi employees who are placed with GM under this Attachment G (“Returned Employees”) will be treated consistent with the following:

- a. Delphi Responsibility

Returned Employees who are Delphi HRP participants will be entitled to payment from the Delphi HRP, upon retirement from GM. The Delphi HRP

benefit will be determined as if the Returned Employee were then retiring from Delphi on a voluntary basis and by taking into account solely for eligibility for payment (but not for the determination of the amount of payment) the accrued credited service under the GM HRP as a result of re-employment by GM under this process and, where applicable, the pension plan of a divested unit where the GM HRP recognizes credited service at the divested unit for eligibility purposes. The payment will include where applicable, a basic benefit (reduced for age where appropriate) for each year of credited service accrued under the Delphi HRP and any applicable supplement in an amount equal to the difference between the pro-rata share of the total benefit that would be payable under the Delphi HRP if all the credited service described above were accrued in the Delphi HRP and the basic benefit (reduced for age where appropriate) for each year of credited service accrued under the Delphi HRP. Any applicable survivor benefit from the Delphi HRP would be on a pro-rata basis. All of the Delphi HRP terms will apply, including but not limited to the discontinuation of benefit payments upon death, an award of Social Security Disability Insurance Benefits, or cessation of pension benefits for any other reason.

b. GM Responsibility

- (i) For those Returned Employees who are Delphi HRP participants, the GM HRP will recognize the Delphi HRP credited service accrued as of the date of commencement of GM Employment solely for eligibility for payment (but not for the determination of the amount of payment). Upon retirement from GM, the payment under the GM HRP will include a basic benefit (reduced for age where appropriate) for each year of credited service accrued under the GM HRP after employment under this process with GM commences, and any applicable supplement in an amount equal to the difference between the pro-rata share of the total benefit that would be payable under the GM HRP if all the credited service described above were accrued in the GM HRP and the basic benefit (reduced for age where appropriate) for each year of credited service accrued under the GM HRP after employment under this process with GM commences. Payment of any applicable survivor benefit from the GM HRP would be on a pro-rata basis. All of the GM HRP terms will apply, including but not limited to the discontinuation of benefit payments upon death, an award of Social Security Disability Insurance Benefits, or cessation of pension benefits for any other reason.
- (ii) Any Returned Employee who was not a Delphi HRP participant immediately prior to becoming a GM employee will be treated under the GM HRP as a new hire for all purposes except vesting. The GM

HRP will recognize each Returned Employee's service at Delphi for purposes of vesting only.

- c. For purposes of paragraph 5 of this Attachment G, pro-rata will equal a percentage of the number of years of accrued credited service (including fractional years) under the Delphi HRP or GM HRP, as applicable, divided by the sum of the total years of credited service accrued under both plans.
6. Wages — Tier I employees will receive the full rate of the GM job to which they are assigned in the same progression as they were at Delphi and based upon their wage rate as of the Effective Date of the IUE-CWA-Delphi-General Motors Memorandum of Understanding – Delphi Restructuring. Employees earning less than the GM starting rate of pay will begin at the GM starting rate of pay for the job to which they are assigned and progress in accordance with the 2003 GM-UAW National Agreement as amended from time to time for current active employees.
7. No employee hired under this agreement by GM shall be subject to any probationary period.
8. Employee hire dates by GM will be used as their GM plant seniority dates, except as provided in paragraph 10.
9. Entitlement to active employee benefit coverage (health care, PSP, SUB, etc.) upon hire at GM will be based upon the current GM plan provisions as amended from time to time for current employees. For purposes of post-retirement benefits other than pensions, Returned Employees who were participants in the Delphi HRP will have their benefit treatment based on their combined GM HRP and Delphi HRP credited service. For purposes of all post-retirement benefits, Returned Employees who were not participants in the Delphi HRP will be treated as new hires as of the date they become Returned Employees.
10. Each employee's Delphi seniority date shall be used for vacation and any other paid time benefit affected by an employee's length of service.
11. Employees who are hired by GM will be eligible for a relocation allowance on the same basis as set forth in Paragraph (60a)(b) of the 2003 IUE-CWA – Delphi National Agreement except that Moraine employees shall be eligible for a relocation allowance of up to \$67,000 for those situations requiring their relocation in excess of fifty (50) miles.
12. GM will develop a process by which eligible Delphi employees can express their interest in being considered for employment opportunities with GM as openings that are designated as available for this opportunity arise. This process will be developed by GM and will be consistent with the provisions of

the collective bargaining agreements that GM has in effect. The process will be communicated to eligible employees and applications will be processed through the National Employee Placement Center, beginning October 15, 2007 through November 30, 2007. The applications will then be processed consistent with the administrative rules developed by GM.

Attachment A-1

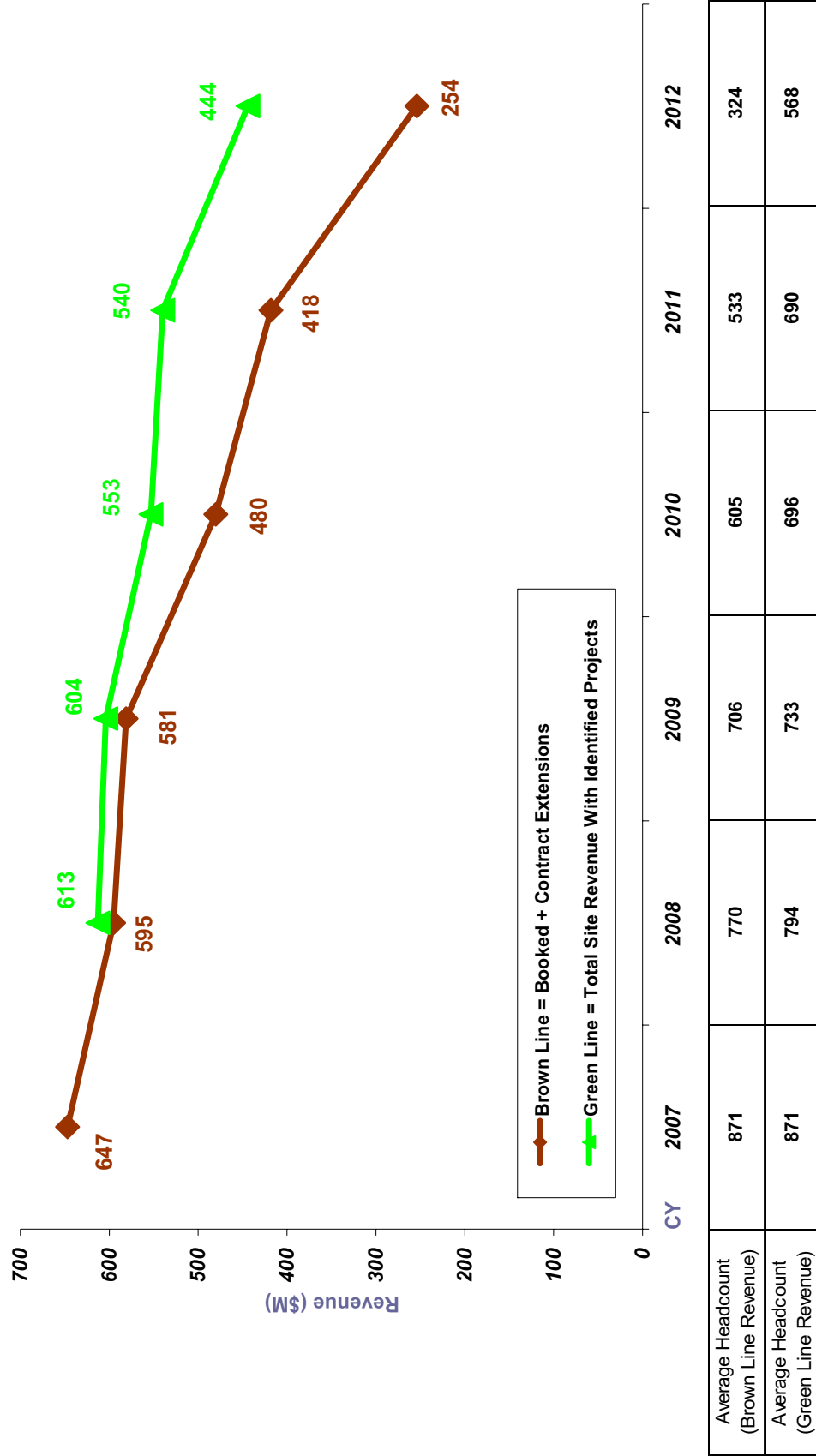
IUE-CWA Site Revenue & Headcount Projections

August 4, 2007

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Attachment A-1

Revenue – Headcount Projection – Warren



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Attachment A-1

GM Major Products Pipeline – Warren

CY	2007	2008	2009	2010	2011	2012
Brown Line (Booked + NGM+Contract Extensions)	647.1	594.7	581.4	480.2	417.7	253.6

Awarded Components/Cable/BECs for Unbooked Wiring Programs
Reflects Component Penetration Agreement on Existing & Unbooked Programs

\$ Millions Revenue						
GMX351 Global Epsilon II Third Wave Chevy & Pontiac		17.5			38.1	35.4
C3XX Pickup						51.9
C3XX Utility					15.2	32.5
GMT7XX (Colorado/Canyon)		8.1			16.6	16.5
BEC Components						
GMT721/722/731/732/741/742 (Colorado/Canyon)		0.4			0.7	0.7
Tiers / Other Revenue	0.0	18.4	22.3	46.4	52.0	53.6
Sub Total Potential Programs	0.0	18.4	22.3	72.4	122.6	190.6
Total Potential Site Revenue	647.1	613.1	603.7	552.6	540.3	444.2

Note:

GM & Delphi have discussed & jointly agreed on the above specified new product program awards. Revenue estimates for these awards shown above are based upon volume, price, & market share data consistent with Delphi's budget/business plan.

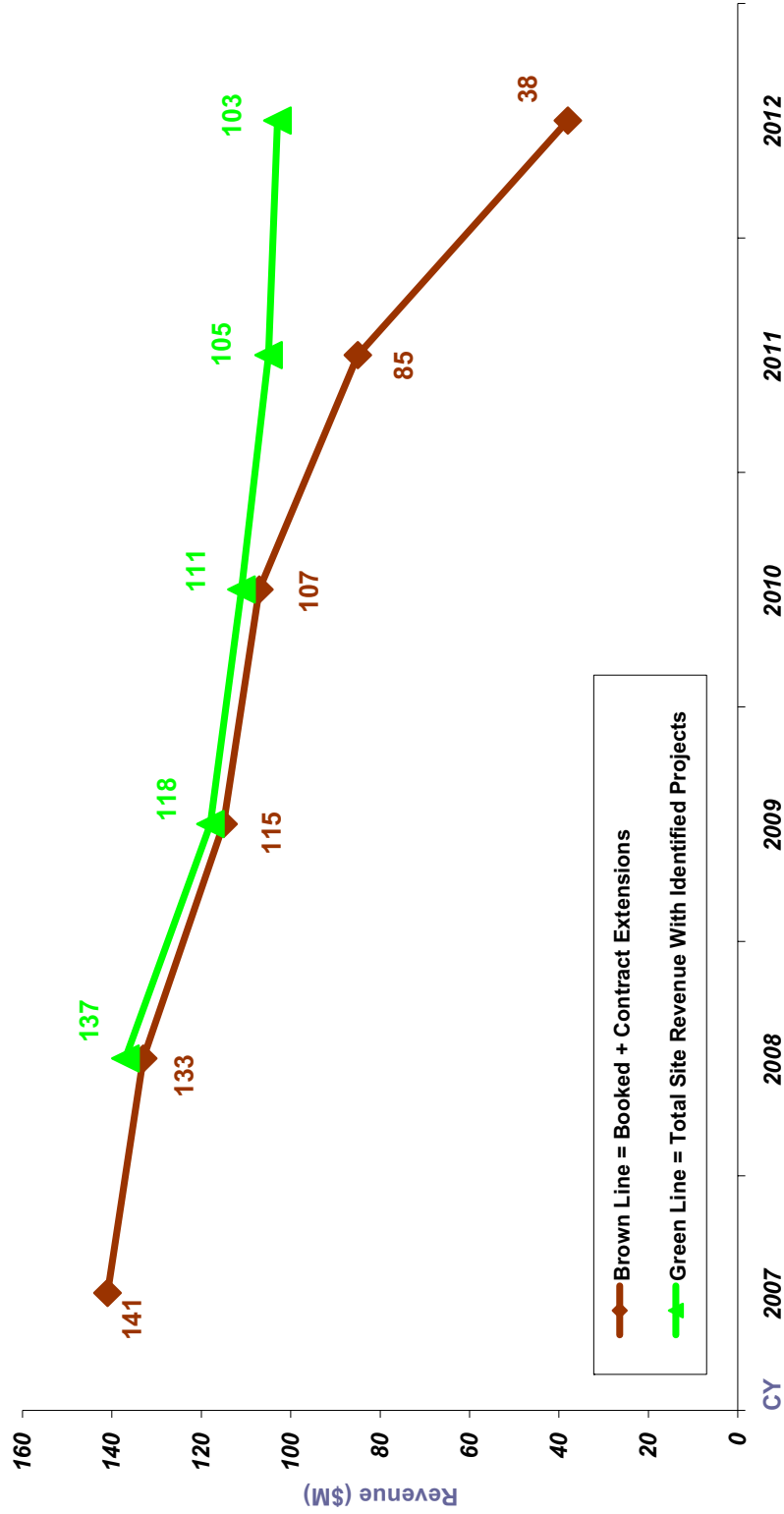
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Warren Product Plan



Attachment A-1

Revenue – Headcount Projection – Brookhaven



Average Headcount (Brown Line Revenue)	295	291	290	288	248	122
Average Headcount (Green Line Revenue)	295	291	290	290	285	280

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Attachment A-1

GM Major Products Pipeline – Brookhaven

CY	2007	2008	2009	2010	2011	2012
Brown Line (Booked + NGM+ Contract Extensions)	140.9	133.4	115.2	107.3	85.3	37.5

Awarded Components/BECs for Unbooked Wiring Programs

\$ Millions Revenue						
GMX351 Global Epsilon II				0.2	0.4	0.3
Third Wave Chew & Pontiac						
C3XX Pickup						0.5
C3XX Utility					0.3	0.6
BECs						
C3XX Pickup						34.9
C3XX Utility					15.5	29.2
Tiers / Other Revenue						
Sub Total	3.8	2.8	2.8	3.4	3.0	0.0
Potential Programs	3.8	2.8	2.8	3.6	19.2	65.5
Total Potential Site Revenue	140.9	137.2	118.0	110.9	104.5	103.0

Note:

GM & Delphi have discussed & jointly agreed on the above specified new product program awards. Revenue estimates for these awards shown above are based upon volume, price, & market share data consistent with Delphi's budget/business plan.

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Attachment A-1

Brookhaven Product Plan

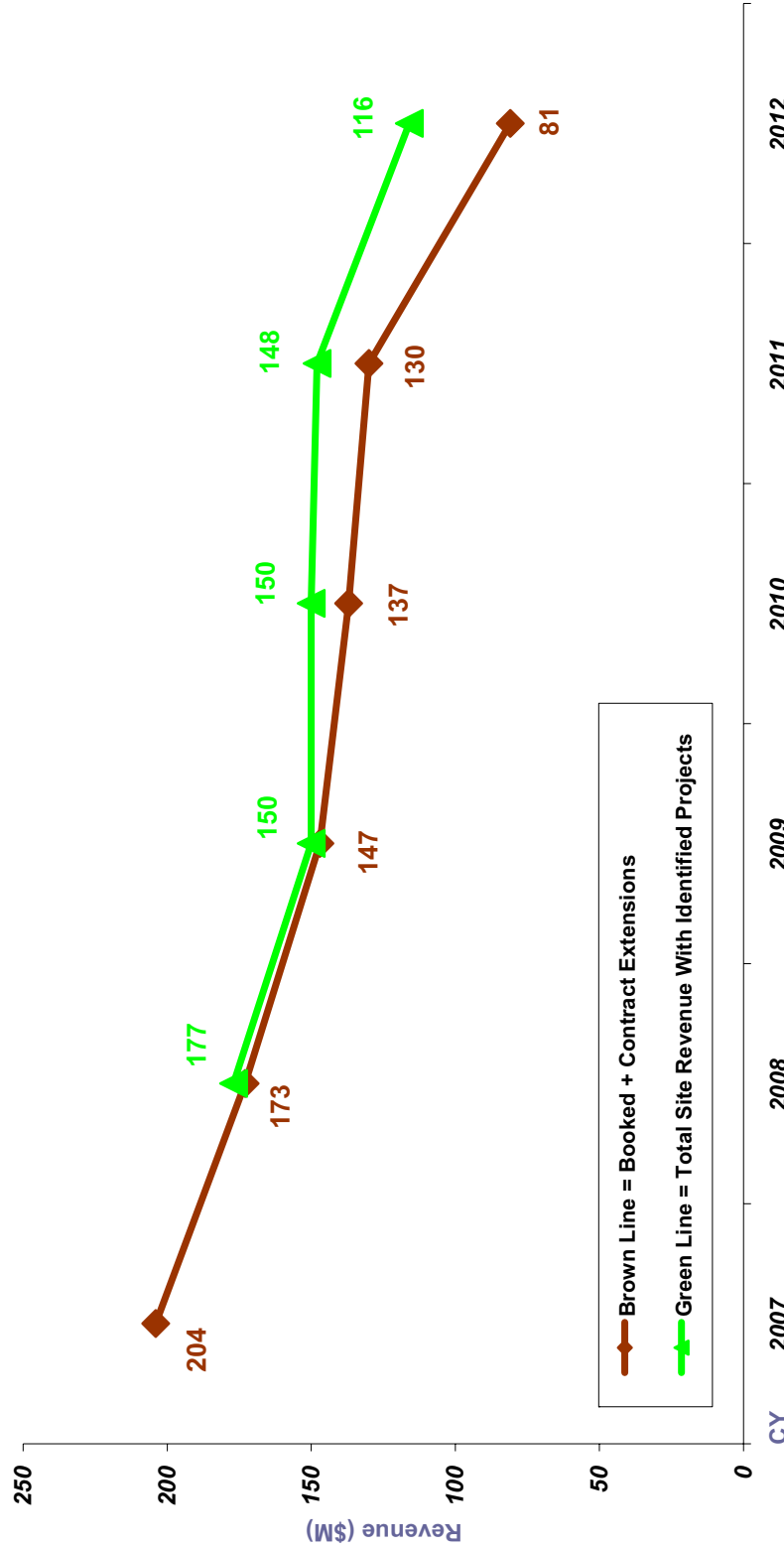
GM-Delphi Proposal					
Current Business	2008	2009	2010	2011	2012
GMT900 Series BECs					
LSR Seals - various programs running through 2009, 2010, 2011, 2012					
GMT 201 - 2008					
GMT 345 - 2011					
GMT 355 - 2010					
GMT 360 - 2009					
GMT 560 - 2012					
GMT 610 - 2012					
GMT 900 - 2012					
New Product Programs					
GMX351 (386NG) Global Epsilon II Third Wave Chevy & Pontiac LSR Seals					2015
C3XX LSR Seals & BECs				2015/2016	
C3XX BECs				2015/2016	
Global Compact (GMNA Chevy Look) LSR Seals				2013/2014	Awarded



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Attachment A-1

Revenue – Headcount Projection – Clinton



Average Headcount (Brown Line Revenue)	353	318	272	254	243	152
Average Headcount (Green Line Revenue)	353	325	277	277	277	218

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Attachment A-1

GM Major Products Pipeline – Clinton

CY	2007	2008	2009	2010	2011	2012
Brown Line (Booked + NGM+Contract Extensions)	204.4	173.3	147.5	137.5	129.5	81.3

Awarded Components/Cable/BECs for Unbooked Wiring Programs Reflects Component Penetration Agreement on Existing & Unbooked Programs

\$ Millions Revenue						
GMX351 Global Epsilon II Third Wave Chevy & Pontiac			4.5	9.9		9.2
C3XX Pickup						13.2
C3XX Utility				3.9		8.3
GMT7XX (Colorado/Canyon)			2.1	4.3		4.3
Tiers / Other Revenue	<u>0.0</u>	<u>3.9</u>	<u>2.6</u>	<u>5.9</u>	<u>0.0</u>	<u>0.0</u>
Sub Total Potential Programs	0.0	3.9	2.6	12.5	18.1	35.0
Total Potential Site Revenue	204.4	177.2	150.1	150.0	147.6	116.3

Note:

GM & Delphi have discussed & jointly agreed on the above specified new product program awards. Revenue estimates for these awards shown above are based upon volume, price, & market share data consistent with Delphi's budget/business plan.

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Attachment A-1

Clinton Product Plan

GM-Delphi Proposal				
<u>Current Business</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u> <u>2012</u>

Cable, Connector and Terminals - various programs running through 2009, 2010, 2011, 2012				
GMT 201 - 2008	GMX 001 - 2012			
GMT 345 - 2011	GMX 211 - 2011			
GMT 355 - 2010	GMX 222 - 2010			
GMT 360 - 2009	GMX 272 - 2010			
GMT 560 - 2012	GMX 365 - 2009			
GMT 610 - 2012	GMX 381 - 2009			
GMT 900 - 2012	GMX 384 - 2009			
	GMX 386 - 2010			

New Product Programs

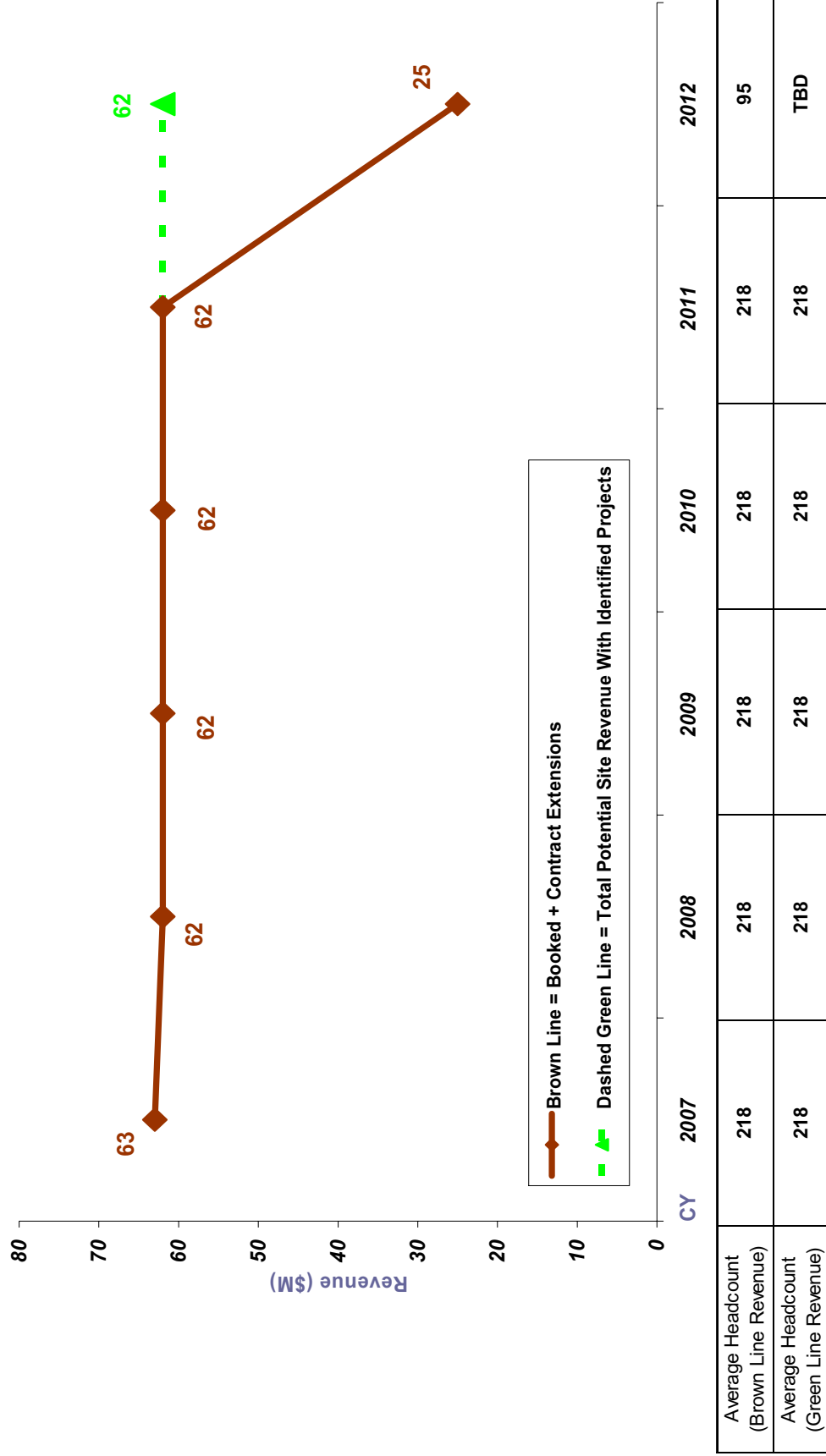
GMX351 (386NG) Global Epsilon II Third Wave Chevy & Pontiac Cable & Connectors	 2015
C3XX Cable & Connectors	 2015/2016
Global Compact (GMNA Chevy Look) Cable & Connectors	 2013/2014 Awarded



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Attachment A-1

Revenue – Headcount Projection – Gadsden



DELPHI

Attachment A-1

Major Products Pipeline – Gadsden

\$ Millions Revenue						
CY	2007	2008	2009	2010	2011	2012
Brown Line (Booked + Contract Extensions)	63.4	62.1	62.1	62.1	62.1	25.3
Potential Opportunities						
W164 IP Replaced With W166 (Not Awarded)	0.0	0.0	0.0	0.0	0.0	36.8
Total Potential Site Revenue	63.4	62.1	62.1	62.1	62.1	62.1

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